

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), estimated total cost, and enhancement of payment for the **NE 36th Street Reconstruction – I-35 to NE Four Mile Drive** project at its meeting at **5:30 P.M. on the 18th day of April, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **12th day of April, 2022**, at the reception desk in said Ankeny Public Services Building. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 12th day of April, 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 18th day of April, 2022**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than May 9, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in late April 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from HR Green, Inc., 5525 Merle Hay Road Suite 200, Johnston, Iowa 50131, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-278-2913 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE

The NE 36th Street Reconstruction – I-35 to NE Four Mile Drive project in the City of Ankeny involves reconstruction of NE 36th Street from just east of I-35 and proceeding east approximately 2,000 feet to the NE Four Mile Drive intersection. The improvement project includes reconstruction of NE Four Mile Drive from NE 36th Street north approximately 600 feet and from NE 36th Street south approximately 400 feet. The improvement project also includes reconstruction of Polk County NE 110th Avenue from the NE Four Mile Drive intersection east approximately 500 feet.

The improvements include approximately 21,000 SY of 9” thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder’s security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier’s check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Ankeny and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

A. Overall Project Completion: Stage 1, Stage 2, Stage 3, Stage 4, and Stage 5

The Contractor shall substantially complete the overall project within one hundred ninety (190) working days. The overall project includes Stage 1 through Stage 5. Substantial completion for the overall project shall be defined as all utility, grading, pavement, driveway, sidewalk, and traffic signal construction completed, with the new pavement markings and signs installed and the new streets and sidewalks fully open to traffic and the new traffic signal fully operational. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

An enhancement of payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be issued to the Contractor if substantial completion of the overall project is achieved on or before Saturday, December 17, 2022.

The Contractor shall fully complete the overall project within **fifteen (15) working days** commencing on a mutually agreed upon date following substantial completion for the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. The agreed upon date shall reflect the appropriate seeding timeframes. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

B. Interim Project Completion: Stage 1, Stage 2, and Stage 3

The Contractor shall substantially complete the work in Stage 1, Stage 2, and Stage 3 of the project on or before Monday, October 10, 2022. Substantial completion for Stage 1, Stage 2, and Stage 3 of the project shall be defined as all utility, grading, pavement, driveway, sidewalk, and traffic signal construction within those three (3) Stages completed, with the new pavement markings and signs installed and the new streets and sidewalks fully open to traffic and the new traffic signal fully operational. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to substantially complete the work in Stage 1, Stage 2, and Stage 3 within this timeframe, liquidated damages of **Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

An enhancement of payment in the amount of Fifty Thousand Dollars (\$50,000.00) will be issued to the Contractor if substantial completion of the work in Stage 1, Stage 2, and Stage 3 of the project is achieved on or before Saturday, September 10, 2022.

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **21st day of March, 2022.**

Mark E. Holm, Mayor

ATTEST:

Mandy Hanson, Records Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **25th day of March, 2022.**

Published in the Des Moines Register the **1st day of April, 2022.**